

AAI CARGO LOGISTICS & ALLIED SERVICES CO. LTD. NEW INTEGRATED CARGO TERMINAL

NSCBI AIRPORT, KOLKATA-700 052

NOTICE INVITING TENDER

Name of work : Engagement of BCAS approved GHA for providing operational

manpower for cargo operations at Raipur Airport.

Estimated

: Rs. 17,48,106/- (Seventeen Lakh Forty-eight Thousand One

Hundred Six only)

E.M.D

Cost

: Rs. 35,000/-

Tender fee:

Rs. 590/- inclusive of GST (Non-refundable)

Time Allowed

03 (Three) Months

This NIT contains pages 12 pages only.

(MdZAAhmed) SENIOR MANAGER (CARGO) AAICLAS,NSCBI

AIRPORT,KOLKATA

Approved By

(RAHUL NANDY) REGIONAL MANAGER

AAICLAS, NSCBI AIRPORT

KOLKATA

NOTICE INVITING e-TENDER

Tender ID No. 2021_AAICL_67416

Rate quotations are invited on Short Notice by the **Regional Manager – ER** on behalf of the **Chief Executive Officer, AAICLAS from the** BCAS Approved GHA (Service Provider) carrying out business for schedule airlines at Swami Vivekananda Airport, Raipur.

The Engagement of BCAS Approved GHA for providing Operational Manpower is initially for a period of 03 (three) months at an **Estimated cost of Rs. 17,48,106/- (Rupees Seventeen Lakhs Forty-eight Thousand One Hundred Six only) excluding GST.** The contract is extendable by another 03 (Three) Months on the same rates, terms & conditions and satisfactory performance of the agency.

The tendering process is online at e-portal URL address https://etender.gov.in./eprocure/app or https://aaiclas-ecom.org. Aspiring bidders may download and go through the tender document.

Prospective Tenderers are advised to get themselves register at CPP-portal, obtain 'login ID' & 'Password' and go through the instructions available in the Home Page after log in to the CPP-portal https://etender.gov.in./eprocure/app or aaiclas-ecom.org. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time.

Tender fee of $Rs\ 590/$ - (i/c GST) Non-refundable will be required to be paid offline in the form of Demand Draft from Nationalized or any scheduled Bank(but not from co-operative or Gramin Bank). The original Demand Draft against Tender fee should reach by post/courier/given in person to the concerned officials, within 3 days of the last date of bid submission or as specified in the Tender .

Document. The details of Demand Draft / any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

 Following 2 envelops shall be submitted through online at CPP-portal by the bidder as per the following schedule: -

CRITICAL DATA SHEET

Publishing Date	20.01.2021
Bid Document Download/ Sale Start Date)	20.01.2021 from 09:30 hrs.
Clarification Start Date	20.01.2021 from 09: 45 hrs
Clarification End Date	20.01.2021 up to 18:00 hrs.
Bid Submission Start Date	20.01.2021 from 10:00 hrs.
Bid Submission End Date	26.01.2021 up to 11.00 hrs.
Last date and time of submission of original Demand Draft against EMD and Tender Fee, Signed hard copy of AAICLAS Unconditional Acceptance Letter and signed Integrity Pact.	25.01.2021 upto 10:00 hrs.
Bid Opening Date (Envelope-I)	27.01.2021 at 11.00 hrs.
Bid Opening Date (Envelope-II)	Intimation will be given later

Envelope-I (Technical Bid): - Containing qualifying requirements of Bidders/Firm: -

The tenderer shall submit their application only at CPP portal https://etenders.gov.in/eprocure/app

Tenderer/ Contractor are advised to follow the instruction provided in the tender document for online submission of bids. Tenders are required to upload the digitally signed file of scanned documents along with scanned copy of Demand Draft for Tender Fee. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

Qualifying requirements of contractors/firms.

- Tender fee Rs. 590/- inclusive of GST in the form of Demand Draft drawn from any Nationalized / Scheduled Bank (not from co-operative or Gramin Bank) in favour of "AAICLAS Co. Ltd" payable at Kolkata.
- 2. Scanned Copy of Demand Draft of EMD for Rs. 35000/-.
- 3. Unconditional acceptance of AAICLAS Terms & conditions given in Annexure-1.
- 4. PAN Card in respect of either the firm or its proprietor.
- 5. Should have GST Registration Number.
- 6. Bidder shall submit a complete set of NIQ document duly signed at all pages.
- 7. BCAS Approved GHA Security Clearance Certificate.
- 8. Approval of Security Program/Submission and Acknowledgement of Security Program.

Note: Bid shall be rejected if all of the above documents are not uploaded

Envelope-II (Financial Bid): - The Financial e-Bid through CPP portal.

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

Technical Bid containing scanned copy of Unconditional Acceptance of AAICLAS's Tender Conditions and EMD.

Scanned copy of earnest money deposit (EMD) of value **Rs. 35,000**/- in the form of Demand Draft as stipulated in the notice inviting tender may be submitted in "Tech Bid Folder" in Technical Bid / Attachments section of e-tendering portal along with Unconditional Acceptance of AAICLAS's Tender Conditions (Performa given in Tender Document).

- 2. Original EMD, hard copy of signed Unconditional Acceptance of AAICLAS's Tender Conditions to be sent to the Regional Manager, NICT Building, NSCBI Airport, Kolkata 700 052 and should reach to Bid Manager before the date & time mentioned in CRITICAL DATA SHEET. Tender of the tenderer whose EMD and unconditional acceptance of AAICLAS's tender conditions are not received by the time of the opening of pre-qualification of tender then their tenders will be summarily rejected. Any postal delay will not be entertained..
- 3. Bids Opening Process is as below: -

Envelope-I: Containing Documents for pre-qualification bid (uploaded by the contractors / firms) shall be opened as per **CRITICAL DATA SHEET**. The intimation regarding acceptance/rejection of their bids will be intimated to the contractors/ firms through e-tendering portal.

Envelope-II: Technical bid opening date shall be as mentioned in **CRITICAL DATA SHEET.** (Depending on pre-qualification, any change in the date shall be intimated through CPP portal).

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelop – I and Envelope –II, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by AAICLAS, failing which tender will be liable for rejection.

The financial bids of the contractors/firms found to be meeting the qualifying requirements and technical criteria shall be as per CRITICAL DATA SHEET. (Depending on Technical Bid evaluation the date shall be intimated through CPP portal).

 AAICLAS reserves the right to accept or reject any or all applications without assigning any reasons. AAICLAS also reserves the right to call off tender process at any stage without assigning any reason.

- 5. AAICLAS reserve the right to disallow issue of tender document to working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debar by any department of AAICLAS. AAICLAS reserve the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information/documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then AAICLAS shall take the following action:
 - a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The agency shall be liable for debarment from tendering in AAICLAS, apart from any other appropriate contractual/legal action.

Consortium /JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.

- 6. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
- 7. All quoted rates shall be exclusive of GST

(Rahul Nandy) Regional anager

AAICLAS, NSCBI Airport Kolkata-700052.

General Terms & Conditions:-

- 1. The bidder is advised to study the NIQ, instructions, Terms & Conditions and satisfy themselves before submitting the quotation. The firms shall quote their best / lowest rates against each item shown in the enclosed Performa "Service Charges shall be quoted in the format given in BoQ.
- 2. AAI Cargo Logistics and Allied Services Company Limited (AAICLAS) reserve the right to accept or reject any or all the offers without assigning any reason.
- 3. Conditional Offers / Offers without signature will not be considered. Firms not accepting the terms &conditions need not apply.
- 4. Bidder shall submit a complete set of NIQ document duly signed in all pages.
- 5. Incomplete & ambiguous quotations shall be rejected.
- 6. Work completion Period: Within 03 (Three) Months from the date of manpower work order issued.
- 7. Quotations shall be signed by the bidder in all pages, properly sealed and be submitted.
- 8. Quotations received after the due date will not be considered. AAICLAS is not responsible for any postal delay. Only sealed quotations will be considered. Quotations submitted without signature of the bidder will not be considered.
- 9. Validity of Offer: The Quotation for the said works shall remain open for acceptance for a period of 15 (Fifteen) days from the Due Date of opening of Quotations.
- 10. Payment: No advance payment shall be made. Payment will be through RTGS in 15days after submission of bills/ invoice. Statutory deductions/TDS wherever applicable are deductible as per rules.
- 11. Bidder on award of work will provide their bank account details for E-payment (duly signed by Bidder: Name & Complete Address of the Bank, Bank's Branch Code, Bank Account No. and IFSC Code etc. for RTGS payment and firm's details for Vendor Registration (format will be issued along with work award letter).

Special Terms & Conditions:

- 1. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
- 2. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the AAICLAS or any other authority under Law.

- 3. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.
- 4. The police verification, character and antecedent's verification of the employees are the whole and sole responsibility of the Service Provider as per BCAS regulation. The same may be verified by the AAICLAS at the time of joining of the employees, if he/she so desires.
- 7. The personnel of the Service Provider shall not be the employees of the AAICLAS and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Service Provider shall make them known about this position in writing before deployment under this agreement.
- 8. The Service Provider shall also provide at its own cost all benefits statutory or otherwise to its employees and the AAICLAS shall not have any liability whatsoever on this account. The Service Provider shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 9. The Service Provider shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 10. The Service Provider shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

The Service Provider shall ensure the following in respect of his employees-

- 1. The Service Provider shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost in April and October each year.
- 2. The Service Provider shall issue identity cards / identification documents to all its employees who will be instructed by the Service Provider to display the same.
- 3. The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government organizations. However, they have to work on holidays, if necessary and required based on demand of work.
- 4. In an event of deployed personnel availing leave and if required by AAICLAS suitable substitute(s) shall be provided by service provider as per mutual understanding with AAICLAS.
- 5. The manpower shall be deployed for 6 working days in a week; the employees will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the AAICLAS in the billed amount if no replacement is provided.
- 6. The Service Provider shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the AAICLAS on demand.
- 7. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the AAICLAS.

8. The AAICLAS will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the AAICLAS would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.

- The Service Provider shall be required to keep the AAICLAS updated about the change of address, change of the Management etc. from time to time.
- 1. The AAICLAS shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the AAICLAS, emergencies, exempted.
 - The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the AAICLAS so that optimal services of the persons deployed could be availed without any disruption.
 - For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the AAICLAS.
 - The AAICLAS shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
 - The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks
 and other facilities admissible to regular / confirmed employees during the currency or after
 expiry of the Agreement.

Other Terms & Conditions:

Payments

- 1. The Service Provider Agency shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the AAICLAS for reimbursement of employer share only.
- 2. Employers share of EPF & ESI actually deposited to the respective authorities with proof of deposit of both employee and employer share by the end of the second week of the succeeding month. Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed.
- 3. The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by AAICLAS.
- 4. The Service Provider shall be responsible for timely payment of take-home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which a penalty will be deducted.

- 5. The Service Provider shall submit before the AAICLAS, one copy of the return within 7 days from the date of filing of monthly / quarterly / half yearly / annual return if any before the EPF and ESI authorities.
- 6. The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.
- 7. Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the AAICLAS from the payments due to the Service Provider.
- 9. All applicable taxes and duties except GST, shall be payable by the Service Provider and the AAICLAS shall not entertain any claims whatsoever with respect to the same.
- 10. The Service Provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- 11. In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Service Provider.
- 12. The Breakup of the components to be provided to the AAICLAS. The AAICLAS will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.
- 13. The Total Price includes Minimum Wage, ESI, EPF, Bonus & One day leave salary. The Service Provider will thus quote over and above components as a Service Charge.
- 14. GST will be applicable on Total Amount (which includes Minimum Wage, ESI, EPF, Bonus, One day leave salary + Service Charges).
- 15. In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, AAICLAS shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis.
- 16. The cost of the Contract shall be valid for initial contract period. No price escalation, other than minimum wages revision, shall be entertained by the AAICLAS during the period.

Breach of Contract-

The following conditions shall specify breach of contract and AAICLAS shall have right to immediately terminated the contract.

- 1. Cumulative penalties reach 10% of the contract value.
- 2. In case of major default on the part of the Service Provider, the AAICLAS may provide a 24-hour written notice terminating the contract to the Service Provider.

Penalties -

Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.

If non-compliance of terms & condition reached beyond 3 instances in any billing period then same shall be treated as a breach of contract and AAICLAS will have full rights to terminate the contract after giving a notice of 30 days.

Penalties for non-compliance

- 1. If the employee is found responsible for any theft, loss of material/articles and damages Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement within 2 day/cancellation of contract as decided by the AAICLAS depending on the gravity of the act.
- 2. If the employee is found responsible for disobedience/ misconduct/warning/counseling/Immediate replacement within 2 days as decided by the AAICLAS depending on the gravity of the act.
- 3. If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace. Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the AAICLAS depending on the gravity of the act.
- 4. Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share) @ Rs 100 per day for each default.

Security/Confidentiality &Entry passes: -

- As the Airports are highly sensitive &high security areas, the GHA (service provider) would be required to follow laid down direction of BCAS and DGCA. All security related clearances required for operating and working at an Air Cargo Terminal will have to be obtained by the Business Associate. The deployed manpower should follow all security regulations of custodian while entering & demitting the premises.
- The GHA or its employee shall not divulge or disclose to any person(s) any details pertaining to AAICLAS office, operational process, and technical know-how. Security arrangements and administrative/organizational matters as of confidential/secret in nature.
- Before commencement of work, the GHA shall apply for, in prescribed format application along with prescribed AEP fee as applicable from time to time and arrange valid entry passes (Photo Identity Cards) for all the required personnel under the terms of the contract in due time. The GHA shall also ensure that none of his manpower is found or deployed without holding a valid AEP and also beyond their stipulated duty timings. Any such individual found inside the Cargo Terminal beyond their duty timings or not in possession of a valid AEP, shall be treated as unauthorized entrant and action as provided for, shall be taken against such workmen/GHA in terms of regulations in force.
- The GHA shall also additionally ensure that none of their employees/workforce enters the areas
 of Cargo Terminal for which they are not specifically designated, as per their duty roster and
 any violation thereof shall render the concerned individual to forfeiture his entry permit/AEP
 besides imposition of penalty, as may be decided by the designated AAICLAS officials.

Indemnity against any claim on account of injury: -

The GHA shall indemnify AAICLAS against any claim on account of injury caused by his
personnel/representative(s) during the course of their performance of duties owing to the
negligent handling/mishandling of equipment/Cargo and shall also comply with the provisions
of the Workmen's Compensation Act, 1923 and such other applicable statutes/regulations.

Acceptance Letter (To be submitted in Sealed Envelope)

To THE REGIONAL MANAGER - ER,

AAI Cargo Logistics and Allied Services Company Limited, NSCBI Airport, Kolkata – 700 052

Subject: Acceptance of AAICLAS's NIQ Terms & conditions.

Sir,

The NIQ for the work of "Engagement of BCAS Approved GHA (service provider) for providing Operational Manpower for cargo operations for three months at AAICLAS, Raipur" has been submitted By me/my Firm. I / we hereby certify that I / we have inspected and read the entire terms and conditions of the NIQ made available to me / us from the O/o The Regional Manager - ER, AAICLAS - Kolkata which shall from part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.

- 1. I / We hereby unconditionally accept the <u>AAICLAS's NIQ Terms & conditions</u> for <u>Engagement of BCAS</u>

 <u>Approved GHA for providing Operational Manpower for cargo operations for Three Months at AAICLAS Raipur".</u>
- The contents of NIQ of the Quotation documents have been noted wherein it is clarified that after unconditionally accepting the Quotation conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebate on quoted rates if any). I / We agree that the conditional Quotation shall be rejected by AAICLAS.
- 3. That I / we declare that I / we have not paid and will not pay any bribe to any officer of AAICLAS for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAICLAS asks for bribe/gratification will immediately report it to the Appropriate Authority in AAICLAS.
- 4. I/We declare that my /our firm has not been Debarred / blacklisted by Central Vigilance Commission, Central Bureau of Investigation or by Airports Authority of India / AAICLAS.
- AAICLAS reserves the right to itself to accept/reject any /all the quotations without assigning any Reasons what so ever.

Yours	faithfully,

(Signature of the Bidder with rubber stamp)

Date: _____